

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF EDUCATION  
REQUEST FOR PROPOSAL (RFP)**

**RFP# DOE-ARS-2014-09**

Issue Date: July 08, 2014

Title: Academic Review Services for Schools *Accredited with Warning* in the First Year

Commodity Code: 91838, 92405

Issuing Agency: Commonwealth of Virginia  
Department of Education  
101 North 14<sup>th</sup> Street, 21<sup>st</sup> Floor  
Richmond, Virginia 23219

Using Entity and Location: Virginia Public School Divisions Requiring Such Services

Initial Period of Contract: September 15, 2014 through September 14, 2015 (renewable)

Sealed proposals will be received in the Procurement Office until **2:00 P.M., August 04, 2014** for furnishing the goods or services as described herein. No proposal shall be accepted after this deadline unless the due date has been previously changed by an Addendum.

All inquiries, questions, and requests for information must be in writing and directed via e-mail to [ann.sells@doe.virginia.gov](mailto:ann.sells@doe.virginia.gov) by **July 25, 2014**.

**PROPOSALS MUST BE DELIVERED TO THE JAMES MONROE BUILDING, 101 N. 14<sup>TH</sup> STREET, RICHMOND, VA, 23219, 21<sup>ST</sup> FLOOR, PROCUREMENT OFFICE, TO THE ATTENTION OF ANN SELLS (See Section IX, 8. Identification of Proposal Envelope.) This is NOT a mailing address. It is recommended that proposals be hand delivered or express delivered in advance of the due date and time set for receipt of proposals.**

In compliance with this Request For Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name and Address of Firm:

_____	Date: _____
_____	By: _____
_____	(Signature in Ink)
_____ Zip Code: _____	Name: _____
eVA Vendor ID or DUNS #: _____	(Please Print)
Fax Number: (____) _____	Title: _____
E-mail Address: _____	Telephone Number: (____) _____

**PREPROPOSAL CONFERENCE:** An optional pre-proposal conference will be held on, **July 17, 2014 at 2:00 P.M.** in the Jefferson Conference Room on the 22nd floor of the Monroe Building, 101 North 14<sup>th</sup> Street, Richmond, Virginia 23219. (Reference: Section VII herein.) If special ADA accommodations are needed, please contact **Ann Sells** via email: [\*\*ann.sells@doe.virginia.gov\*\*](mailto:ann.sells@doe.virginia.gov) or by telephone at **(804) 225-2067**.

**Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

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*A – State Corporation Commission Form*

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## **I. PURPOSE**

The Virginia Department of Education, herein after referred to as VDOE, is seeking sealed proposals from qualified sources for academic reviews for schools *Accredited with Warning* in one or more of the core content areas (English, Mathematics, Science, History and Social Science) for the first year. Schools rated *Accredited with Warning-Graduation Rate* or *Provisionally Accredited-Graduation Rate* are not included as part of the Academic review services solicited.

## **II. BACKGROUND**

Section 8 VAC 20-131-310 of the *Regulations Establishing Standards for Accrediting Public Schools* requires schools that are *Accredited with Warning* in one or more core academic areas to undergo an academic review. Guidelines for the academic review process were approved by the Virginia Board of Education on September 21, 2005.

## **III. STATEMENT OF NEEDS**

The contractor shall complete an academic review for a school *Accredited with Warning* in one or more specific core academic areas (up to three days inclusive of pre-review, on-site review and post-review activities needed to complete the academic review report and list of essential actions) and provide the division with information to develop and implement the schools' three-year school improvement plan as required by the *Regulations Establishing Standards for Accrediting Public Schools in Virginia*:

A. The school-level academic review must help schools identify and analyze instructional and organizational factors affecting student achievement. The focus of the review process in the first year of the school's warned status is on the systems, processes, and practices that are being implemented at the school and division levels. Specifically, information is gathered both prior to the on-site review and during the on-site review that relates to the following areas of review:

- 1) Implementation of curriculum aligned with the Standards of Learning
- 2) Use of time and scheduling practices that maximize instruction
- 3) Use of data to make instructional and planning decisions
- 4) Design of ongoing, school-based program of professional development
- 5) Implementation of a school improvement plan addressing identified areas of weakness
- 6) Implementation of research-based instructional interventions for schools warned in English or mathematics
- 7) Organizational systems and processes
  - a) Use of school improvement planning process that includes data analysis and input of faculty, parents, and community
  - b) School culture, including engagement of parents and the community
  - c) Use of learning environments that foster student achievement
  - d) Allocation of resources aligned to areas of need

These areas of review provide a framework for the school-level academic review process. The contractor must collect and analyze data that demonstrate the school's status in implementing these practices. The areas of review must focus on the needs of the school as evidenced by data and agreed upon by the division superintendent and/or division leadership team. The academic review must begin by October 1 of the school year and the report (see Section VI, Reporting and Delivery Instructions) must be issued no later than January 1<sup>st</sup> of the school year.

- B. There must be no more than three academic reviewers needed for a school size with up to 600 students and must be no more than five academic reviewers needed for a school size of 600+ students. All academic reviewers must possess, at a minimum, an active Virginia post graduate professional license with an endorsement in administration and supervision, any area or grade.
- C. Based on their findings, the contractor shall provide and share with the school and the division superintendent and/or division leadership team no later than January 1<sup>st</sup> of the school year a list of essential actions that shall be used by the school to develop and implement the school's three-year school improvement plan, as required by the *Regulations Establishing Standards for Accrediting Public Schools in Virginia*.
- D. If the school or school division requires background checks for academic reviewers, the contractor is responsible for all associated costs.
- E. If a school or school division requires a Certificate of Insurance for contractor or academic reviewer(s) working onsite, prior to performance, the contractor must provide a Certificate of Insurance that names the school as an additional insured and is endorsed by the insurance company.

#### IV. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

##### A. **GENERAL INSTRUCTIONS:**

1. **RFP Response:** In order to be considered for selection, offerors must submit a complete response to this RFP.
  - One (1) hardcopy of the entire original proposal with signature that includes Attachment B, Pricing Schedule, one (1) flash drive that contains two (2) files (both in Microsoft-compatible searchable PDF format):
    - One (1) electronic copy of the entire original proposal, and
    - One (1) electronic copy of the entire original proposal with all proprietary and trade secret material redacted/removed, if any, must be submitted to the issuing agency.
  - Four (4) flash drives that contain an electronic copy of the entire original proposal **except for Attachment B, Pricing Schedule**, in Microsoft-compatible searchable PDF format).

No other distribution of the proposal shall be made by the offeror.

2. **Proposal Preparation:**

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on addressing the statement of needs.
  - c. Proposals should be organized in the order in which the requirements are presented in the RFP. **All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP.** If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. **Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.** Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
  - d. As used in this RFP, the terms “must,” “shall,” “should,” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offerors’ proposal.
  - e. Each copy of the proposal should be contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
  - f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. **Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.** The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. **SPECIFIC PROPOSAL INSTRUCTIONS:** Proposals should be as thorough and detailed as possible so that the VDOE may properly evaluate your capabilities to provide the required services. **Offerors are required to submit the requested flash drives as indicated in Section IV. A. 1 and a complete proposal in a 3-ring binder that includes a Table of Contents and Tabs as indicated below for each of the following numbered items in the order listed and with numbered pages:**

1. Tab 1 – Include the Table of Contents
2. Tab 2 – Include the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
3. Tab 3 – Specifically identify the data or materials to be protected and state the reasons why protection is necessary. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
4. Tab 4 – List at least three (3) references for which the same or similar services proposed were provided to include contact name, address, phone number and a description of the services provided and the time period services were performed.
5. Tab 5 – Provide a written summary statement to include:
  - a. Experience in providing the same or similar services solicited herein.
  - b. The number of years your firm has been in business providing this type of service.
  - c. Names, qualifications, experience and a job description of the academic reviewers that would be assigned to a school. All academic reviewers must possess, at a minimum, an administrative license, any area or grade, in Virginia.
6. Tab 6 – Provide a written narrative explaining offeror's approach to completing an academic review for a school Accredited with Warning and meeting each of the mandatory requirements set out in Section III. STATEMENT OF NEEDS. Offerors should clearly identify each requirement by referencing the corresponding requirement at the beginning of each response. In addition, explain how additional academic reviewers, if needed, would be identified and retained.
7. Tab 7 – Complete and include Attachment A – State Corporation Commission Form. This is required of all offerors pursuant to Title 13.1 or Title 50.
8. Tab 8 – Complete Attachment B, Pricing Schedule, and include it in the original proposal and one flash drive only (do not include in four (4) of the flash drives). The Offeror must read and follow the instructions for Attachment B.
9. Tab 9 – Offeror's acceptance of RFP General and Special Terms and Conditions (reference Section VIII. H.)
10. Tab 10 – Additional material – Information which the offeror desires to present that does not fall within any of the requirements of the RFP.

**Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.**

V. **EVALUATION AND AWARD CRITERIA:**

- A. **EVALUATION CRITERIA:** Proposals shall be evaluated by the VDOE using the following criteria for the option proposed.

<i><b>ITEM</b></i>	<i><b>CRITERIA</b></i>	<i><b>POINT VALUE</b></i>
1.	Qualifications and experience of Offeror and academic reviewers that would be assigned to a school	
2.	Approach to meeting the requirements on a comprehensive on-site academic review process as required by III. Statement of Needs and how additional academic reviewers, if needed, would be identified and retained	
3.	Acceptance of General and Special Terms and Conditions	
4.	*References	
5.	Proposed price	
Total		

\*References will be evaluated and scored only for the offerors selected for the negotiation process based on the total point value the offeror's proposal received.

- B. **AWARD TO MULTIPLE OFFERORS:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VI. **REPORTING AND DELIVERY INSTRUCTIONS:** The Contractor shall submit a written report to the school division superintendent and/or division leadership no later than January 1 of the school year for the following listed items:

- A. **PROGRESS REPORTS:** Contractor shall submit a written report to the school division superintendent and/or division leadership team by January 1 of the school year for the following listed items:
1. Academic review report with findings on all data collected to analyze the school's status in implementing practices in the areas reviewed.
  2. Essential actions *provided to the school and division that will be used by the school to develop and implement the school's three-year school improvement plan, as required by the Regulations Establishing Standards for Accrediting Public Schools in Virginia.*

- B. Payment under the contract may be withheld until such report is delivered or other appropriate remedies may be assessed in lieu of withholding such payment.

## **VII. PREPROPOSAL CONFERENCE:**

An optional pre-proposal conference will be held on **July 17, 2014 at 2:00 p.m.** in the Jefferson Conference Room on the 22nd floor of the Monroe Building, 101 North 14<sup>th</sup> Street, Richmond, Virginia 23219. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend and should bring a copy of the solicitation for reference. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

## **VIII. GENERAL TERMS AND CONDITIONS**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:



- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  - 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the

buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following

receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
  4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

- R. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
  2. Employer's Liability - \$100,000.
  3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
  4. Automobile Liability - \$1,000,000 combined single limit. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)
- S. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- T. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- U. **NONDISCRIMINATION OF CONTRACTORS:** An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion,

color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- V. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
- (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- W. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- X. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated “SET-ASIDE FOR SMALL BUSINESSES” in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

- Y. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- Z. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**IX. SPECIAL TERMS AND CONDITIONS:**

1. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. **AWARD TO MULTIPLE OFFERORS:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
3. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
4. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors

who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

5. **CONTINUITY OF SERVICES:**

- a. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
  - i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
  - ii. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
  - iii. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

6. **E-VERIFY PROGRAM:** Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

7. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order.

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase



order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

8. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_ August 04, 2014 2:00 P.M.  
Name of Bidder/Offendor Due Date Time

\_\_\_\_\_ DOE-ARS-2014-09  
Street or Box Number RFP No.

\_\_\_\_\_ City, State, Zip Code

RFP Title: Academic Review Services for Schools Accredited with Warning in the First Year

DMBE-certified Small Business No. \_\_\_\_\_

Name of Contract/Purchase Officer or Buyer: Ann Sells, CPPB, VCO

Note: The envelope should be addressed as directed on Page 1 of the solicitation.

9. **OWNERSHIP OF INTELLECTUAL PROPERTY:** All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract ("the Intellectual Property") shall become the sole property of the Virginia Department of Education. The contractor hereby assigns to the Commonwealth exclusively all right, title, and interest in and to all rights in the Intellectual Property that the contractor may have or obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of the contractor. The parties do not intend for and the contractor shall not be deemed to be a joint author or inventor of the Intellectual Property. Upon request, the contractor shall promptly provide any further acknowledgment or assignment in a tangible form satisfactory to the Virginia Department of Education to evidence the Virginia Department of Education's sole ownership of the Intellectual Property.

10. **PAYMENT:** (School Divisions)

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
  4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
11. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for four (4) successive one-year periods under the terms and conditions of the original contract, and at a reasonable time (approximately 90 days) prior to the expiration.
12. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
13. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Department of Education. In the event that the contractor subcontracts any part of the work specified herein, the contractor shall include the "OWNERSHIP OF INTELLECTUAL PROPERTY" language above in the contract(s) with the subcontractor(s), shall remain fully liable and responsible for the work to be done by its subcontractor(s), and shall assure compliance with all requirements of the contract.
- X. **METHOD OF PAYMENT:** Contractor shall submit invoices on a monthly basis in arrears or as agreed to by the contractor and ordering entity. The ordering entity shall make payments, in accordance with the applicable Prompt Payment Act provisions (reference Section IX, 10), provided the invoice is accurate and in accordance with the resulting contract and pricing agreed to as part of the award of the contract.
- XI. **PRICING SCHEDULE:**  
Pricing shall be completed and submitted as indicated on Attachment B and in the Specific Proposal Instructions, Section IV, B. 8.

**ATTACHMENT A**

**STATE CORPORATION COMMISSION FORM**

**Virginia State Corporation Commission (SCC) registration information. The offeror:**

☐ is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_

**-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

**-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location)

**-OR-**

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

## **ATTACHMENT B**

### **PRICING SCHEDULE**

The proposed base unit price for an Academic Review for a school in the first year of *Accredited with Warning* status must be indicated in Table B1 or Table B2 or both in accordance with the following:

1. **Pricing Schedule Options** – The offeror may propose pricing for the following options:
  - School Size: Table B1 (school with up to 600 students) or Table 2 (school with 600+ students) or both.
  - School Level: Any school level (elementary, middle, and/or high) indicated in Table B1 or Table B2, or both.
2. **Core Content Areas** - For each level in each table for which a price is provided, proposed pricing for *Accredited with Warning* in one core content area, *Accredited with Warning* in two core content areas, *Accredited with Warning* in three core content areas **and** *Accredited with Warning* in four core content areas) must be provided.
3. **School Size:** Except when two or more schools are located in the same building, the most recent Fall Membership (enrollment) information available on the VDOE website must be used for purposes of determining the school size (up to 600 or 600+). If two or more schools are located in the same building, the most recent Fall Membership (enrollment) information available on the VDOE website for all schools located in the building must be combined for purposes of determining the school size (up to 600 or 600+). For example, Buckingham Primary and Buckingham Elementary are housed in the same building. Buckingham Primary has a total student enrollment of 522 and Buckingham Elementary has a total student enrollment of 466. The base unit pricing that would apply is the 600+ school size.), See [http://bi.vita.virginia.gov/doe\\_bi/rdPage.aspx?rdReport=Main&subRptName=Fallmembership](http://bi.vita.virginia.gov/doe_bi/rdPage.aspx?rdReport=Main&subRptName=Fallmembership)).
4. **School Level:** Defined as “Elementary,” “Middle” or “High” school. If the highest grade is grade 7 or less, it is considered an elementary school. If the highest grade is grade 8 or less, it is considered a middle school. If the school includes grade 9, 10, 11 or 12, it is considered a high school. For example, if a school includes grades 8 and 9, it is a high school. If a school includes grades 6-11, it is a high school. If two or more schools are located in the same building, the highest grade in the building is used to determine the school level. For example, Buckingham Primary includes Kindergarten, first and second grades and Buckingham Elementary includes third, fourth and fifth grades. Since the highest grade in the building is grade 7 or less, the school level is elementary. Grade levels included in each school are located at: [http://bi.vita.virginia.gov/doe\\_bi/rdPage.aspx?rdReport=Main&subRptName=Fallmembership](http://bi.vita.virginia.gov/doe_bi/rdPage.aspx?rdReport=Main&subRptName=Fallmembership)).
5. **Academic Review Period** – Must be no more than three days inclusive of pre-review, on-site review, and post-review activities needed to complete the academic review report and list of essential actions (recommendations) regardless of how many core content areas must be reviewed, the size of the school, or the school level.
6. **Base Unit Price** – The proposed base unit price for an academic review requested in the *Statement of Needs* must be all inclusive of the offeror’s overhead, profit and administration of the services, and uniform regardless of the school region(s), but does not include travel by academic reviewers. **Regardless of the number of academic reviewers included in the engagement, except for the travel costs discussed below and any additional unit pricing ultimately negotiated and requested by the school division, charging more than the price**

**proposed in any one cell in Tables B1 and B2 of the Pricing Schedule for a school, or two or more schools located in the same building, is not allowed.**

7. **Travel by Academic Reviewers** - The cost of travel by academic reviewers must not exceed lodging, per diem, and other costs allowed by the state travel guidelines in effect at the time of the travel and available at <https://doa.virginia.gov>. **NOTE:** In no case will travel costs be billed for more than three academic reviewers in a school size up to 600 students or for more than five academic reviewers in a school size of 600+ students. The estimated cost must be provided to a school division for approval prior to the issuance of the purchase order and services commencing.
8. **Form of Agreement** – After initial discussions, review of the VDOE Fall Membership website [http://bi.vita.virginia.gov/doe\\_bi/rdPage.aspx?rdReport=Main&subRptName=Fallmembership](http://bi.vita.virginia.gov/doe_bi/rdPage.aspx?rdReport=Main&subRptName=Fallmembership)) to determine the school level and school size, agreement upon any additional services included in the VDOE contract, and receipt of the estimated travel costs for the academic reviewers, the school division will issue a purchase order to the contractor that references the VDOE Contract number. No two party agreements referencing the VDOE contract may be signed.
9. **Invoicing** - The base unit price proposed for the number of core content areas in the proposed school level and size options indicated in Table B1 and Table B2, plus academic reviewer travel costs and any agreed upon additional unit pricing included in the VDOE contract and included in the school division purchase order, would be the price invoiced for performance in any resulting purchase order. For example, if a price of \$2000 is proposed for “*Accredited with Warning*” in four core content areas for the school size of 600+ at the High school level, travel costs of \$300 were estimated, actual travel costs for 5 academic reviewers were \$350, but travel expenses for 5 academic reviewers were \$220 when calculated in accordance with the state travel guidelines, \$2,220 is the price that would be invoiced by the contractor. **Charging more than the amount included in any one cell of Tables B1 and B2 in the Pricing Schedule for the base unit price for an academic review is not allowed. Charging travel expenses for more than 5 academic reviewers for school size 600+, or for more than 3 academic reviewers for school size up to 600, is not allowed.**

**Table B1**

*Base Unit Price Per School  Up to 600 Students	Elementary School – High Grade 7	Middle School – High grade 8	High School – Any Grades 9-12
<i>Accredited with Warning</i> in one core content area	\$	\$	\$
<i>Accredited with Warning</i> in two core content areas	\$	\$	\$
<i>Accredited with Warning</i> in three core content areas	\$	\$	\$
<i>Accredited with Warning</i> in four core content areas	\$	\$	\$
TOTAL (Add all four rows)			
<b>**TOTAL AVERAGE PRICE</b> (Divide the Total by 4 to determine the total average price for each school level proposed)			

**Table B2**

*Base Unit Price Per School  600+ Students	Elementary School – High Grade 7	Middle School – High grade 8	High School – High Grade 12
<i>Accredited with Warning</i> in one core content area	\$	\$	\$
<i>Accredited with Warning</i> in two core content areas	\$	\$	\$
<i>Accredited with Warning</i> in three core content areas	\$	\$	\$
<i>Accredited with Warning</i> in four core content areas	\$	\$	\$
TOTAL (Add all four rows) proposed)			
<b>**TOTAL AVERAGE PRICE</b> (Divide the Total by 4 to determine the total average price for each school level proposed)			

**\*Failure of an offeror to provide proposed pricing for schools Accredited with Warning in one core content area, schools Accredited with Warning in two core content areas, schools Accredited with Warning in three core content areas, and schools Accredited with Warning in four core content areas for the proposed school level(s) and size shall result in the proposal being rejected.**

**\*\* The Total Average Price will be used in the scoring of price for each school level proposed; however, this price will only be used for scoring purposes and not for invoicing.**

### Additional Unit Pricing

The offeror shall provide a comprehensive list of known additional unit pricing for items not included in the base unit price that are required by the offeror for the option(s) proposed. Before the school division issues a purchase order, the offeror must provide the division with a comprehensive list of known additional unit pricing for items not included in the base unit price that are required by the offeror for the option(s) proposed. Note: This unit pricing will not be considered in the scoring of price in Tables B1 and B2; however, in the event the offeror is selected for the negotiation process as determined by the total score the proposal receives, this unit pricing is subject to negotiations.

[illegible]